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## **Association of Legal Professionals of San José (ALP)**

### **Package Proposal No. 1**

**May 13, 2015**

- On May 15, 2014, the City and ALP reached agreement on ALP's current Memorandum of Agreement, which the City Council approved on June 3, 2014. The current Memorandum of Agreement expires on June 30, 2015.
- This proposal is submitted in an attempt to reach agreement on a new Memorandum of Agreement to replace the current one.
- This proposal is a package proposal. ALP reserves the right to propose, alter, modify, or withdraw a proposal at any time prior to a final agreement.
- This Package Proposal No. 1 contains proposed changes to various provisions of the current Memorandum of Agreement. ALP intends that provisions of the current Memorandum of Agreement not modified by this proposal would be incorporated into the new agreement unchanged. Package Proposal No. 1 proposes changes to the following provisions:
  1. ARTICLE 1 PURPOSE/BACKGROUND (clean up)
  2. ARTICLE 2 PERIOD OF MEMORANDUM OF AGREEMENT
  3. ARTICLE 5 RECOGNITION (clean up)
  4. ARTICLE 9 WAGES
  5. ARTICLE 12 PROFESSIONAL DEVELOPMENT PROGRAM (PDP)
  6. ARTICLE 17 HEALTH INSURANCE (clean up)
  7. ARTICLE 18 DENTAL INSURANCE (clean up)
  8. ARTICLE 19 HEALTH AND DENTAL IN LIEU
  9. ARTICLE 23 VISION CARE (clean up)
  10. ARTICLE 28 VACATION
  11. ARTICLE 29 CELL PHONE REIMBURSEMENT (formerly VACATION SELLBACK)

## **Proposal #1**

### **ARTICLE 1 PURPOSE/BACKGROUND**

**1.1 Purpose:** The parties agree that the purposes of this Agreement are:

- 1.1.1** To promote and provide harmonious relations, cooperation and understanding between the City and the employees covered herein,
- 1.1.2** To provide an orderly and equitable means of resolving differences which may arise under this Agreement, and
- 1.1.3** To set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by the Association.

**1.2 Background:** ~~On June 4, 2013, the City and the Association executed a tentative agreement entitled "City of San Jose and ALP Tentative Agreement" ("Tentative Agreement"), having an expiration date of June 30, 2013. The Association's membership ratified the Tentative Agreement on June 10, 2013, and the City Council approved the Tentative Agreement at its meeting on June 18, 2013. On June 13, 2013 the Association executed a second tentative agreement entitled "City of San Jose—ALP Tentative Agreement" ("Second Tentative Agreement"), which contained provisions intended to modify the approved Tentative Agreement. The Association's membership subsequently ratified the Second Tentative Agreement and the Second Tentative Agreement was approved by the City Council on June 18, 2013.~~

## **Proposal #2**

### **ARTICLE 3 PERIOD OF MEMORANDUM OF AGREEMENT**

- 3.1** Except where a specific provision of this Agreement expressly provides otherwise, the Agreement shall become effective on July 1, 2014~~2015~~, ("Effective Date"), and shall remain in effect through June 30, 2015~~2017~~.
- 3.2** This Agreement expires on June 30, 2015~~2017~~. It is mutually agreed that the first meeting of the parties to negotiate a successor agreement will be held no later than fifteen (15) calendar days after the City or Association receives notice from the other, which may be any date after January 1 of the year in which the current Agreement terminates.

**Proposal #3****ARTICLE 5 RECOGNITION**

- 5.1** Pursuant to Resolution No. 39367 of the City Council of the City of San Jose and the provisions of applicable state law, the Association is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for employees assigned to the classifications listed in Exhibit A, attached and incorporated by reference into this Agreement. Such classifications constitute an appropriate unit.
- 5.2** Deputy City Attorney or Senior Deputy City Attorney - Unrepresented.
- 5.2.1** As of July 11, 2012, no City employee represented by the Association was performing legal services on behalf of the City on labor relations and employment directly affecting the Association and employees represented by the Association.
- 5.2.2** In the event that the City desires to utilize the legal services of an employee represented by the Association to perform legal services on labor relations and employment matters where the employee will be privy to decisions of City management, the City and the Association agree that the City Attorney may designate up to one (1) Deputy City Attorney or Senior Deputy City Attorney to perform these types of legal services. Any employee so designated will become an unrepresented employee in the Executive Management and Professional Employees unit (Unit 99).
- 5.2.3** The designation of the Deputy City Attorney or Senior Deputy City Attorney shall be at the discretion of the City Attorney with the express prior written consent of the selected employee. The designated employee shall become exempt upon receipt of written notification to the Association by the City of the name and classification of the employee so exempted. The job specification will not change for this position. The designated employee will be unrepresented and subject to the benefits and compensation for Unit 99.
- 5.2.4** The City Attorney may change the employee designated for the exempt position at any time pursuant to the notice and consent provisions above. Immediately upon such designation, the newly designated employee shall be transferred to Unit 99 and the employee who no longer performs such legal services for the City shall be represented by the Association and subject to the benefits and compensation for ALP.
- ~~**5.2.5** The City hereby withdraws its May 15, 2012, proposed classification/designation of "Sr. Deputy City Attorney - Labor and Employment (U)" in Unit 99. ALP hereby withdraws its June 14, 2012 appeal of the City's proposed action. The City and the Association reserve their respective rights under Resolution 39367 and the Meyers Milias Brown Act. Neither the City nor the Association is waiving any respective rights under Resolution 39367 and the Meyers Milias Brown Act.~~
- ~~**5.2.6** The terms described in this section are effective July 11, 2012, and shall remain in effect until amended or rescinded by mutual agreement of the parties.~~
- ~~**5.2.7** This Section 5.2 incorporates a side letter agreement executed by the City and Association on July 11, 2012, and July 10, 2012, respectively. As of the date of that the parties entered into this Agreement, the City Attorney has already designated an attorney for the exempt position in accordance with Section 5.2.~~

ALP reserves the right to propose, alter, modify, or withdraw a proposal at any time prior to a final agreement.

**Proposal #4****ARTICLE 9 WAGES**

- 9.1** ~~Effective June 22, 2014~~ Effective June 21, 2015, all salary ranges for employees holding positions in classifications represented by the Association shall be increased by 34%.<sup>1</sup> Effective June 26, 2016, all salary ranges for employees holding positions in classifications represented by the Association shall be increased by 4%. This will result in the top and bottom of the range of all classifications represented by the Association increasing by the amounts above being 3% higher. All employees will receive a 34% base pay increase on June 21, 2015 and a 4% base pay increase on June 26, 2016. Salary ranges for classifications represented by the Association as of the effective date of the wage increase in this Section 9.1 are set forth in Exhibit A and shall remain in effect during the term of this Agreement.
- 9.2** The wage increase in Section 9.1 does not preclude any employee merit increases in accordance with the Management Performance Program in Article 10 of this Agreement.
- 9.3** Recognition and Retention. Effective June 21, 2015 all employees in classifications represented by the Association shall receive a one-time, non-pensionable payment equal to 4% of their annual base salary. If an employee leaves prior to serving 12 months from receiving the lump-sum payment, the employee shall have the prorated amount deducted from his/her final pay.
- 9.4** Notwithstanding anything to the contrary in this Article 9, if the City gives a higher general base pay increase and/or a higher one time payment to any other bargaining unit other than police and fire, the Association members shall receive the same, higher increase and/or one time payment.

<sup>1</sup>With regard to the increase in salary ranges and base pay, the actual increase may be slightly higher or slightly lower than 34% due to the rounding of numbers when performing the calculations.

## Proposal #5

### ARTICLE 12 PROFESSIONAL DEVELOPMENT PROGRAM (PDP)

- 12.1** The City will reimburse each eligible Association employee for up to at least \$1,000 annually for certain professional development costs in accordance with City's "Professional Development Program – Association of Legal Professionals of San Jose ("ALP"), as set forth in Section 4.3.6 of the City Policy Manual on the Effective Date.
- 12.2** Notwithstanding anything to the contrary in the City's "Professional Development Program – Association of Legal Professionals of San Jose ("ALP"), a total of \$500 of the \$1,000 annual maximum will be reimbursed by the City for electronic device(s) and software licensing.
- 12.3** Temporary employees ***are not eligible*** for this benefit.

**Proposal #6****Article 17 HEALTH INSURANCE**

**17.1 Plans:** The City will provide health coverage for eligible employees and their dependents in accordance with one of the four (4) plans set forth in Subsections 17.1.1 through 17.2.4. In the event the City is unable to make one of the four (4) types of plans available, the parties will meet and confer over a replacement plan.

**17.1.1 High Deductible HMO:** Kaiser Permanente 1500 Deductible HMO Benefit Plan.

**17.1.2 Non-Deductible HMO.** A nondeductible health maintenance organization ("Non-Deductible HMO") that includes the following co-pays:

- (a) Office visit co-pay of \$25.
- (b) Prescription co-pay of \$10 for generic and \$25 for brand name.
- (c) Emergency room co-pay of \$100, and
- (d) Inpatient/outpatient procedure co-pay of \$100.

**17.1.3 Non-Deductible POS.** A non-deductible point of service plan.

**17.1.4 Non-Deductible PPO.** A non-deductible preferred provider organization.

**17.2 Rate Structure:** Each of the four (4) health coverage plans provided by the City will have a 4-tier rate structure as follows: (1) employee, (2) employee plus spouse/domestic partner, (3) employee plus child(ren), and (4) family.

**17.3 Premiums:** For full time employees, the monthly premium is as follows for whichever one of the four (4) health coverage plans, at whichever tier of the rate structure, an employee selects:

**17.3.1 High Deductible HMO:** The City will pay one hundred percent (100%) of the premium cost. The employee pays nothing.

**17.3.2 All other Plans:** The City pays eight-five percent (85%) of the cost of the lowest priced Non-Deductible HMO plan for the tier of the rate structure selected by the employee, and the employee pays the remaining fifteen percent (15%). If the employee selects the Non-Deductible POS plan or the Non-Deductible PPO plan, the employee pays the difference between the total cost of the selected plan and the City's contribution toward the lowest priced Non-Deductible HMO plan.

**17.4 Dual Coverage:** An employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee or retiree.

**ARTICLE 17 HEALTH INSURANCE**

**17.1** ~~The City will provide health coverage for eligible employees and their dependents in accordance with one of the available plans.~~

**17.2** ~~The City will continue to make available at least one of each type of the health coverage plans set forth in Subsections 17.2.1 through 17.2.3. In the event that the City is unable to make one of the foregoing types of plans available, the parties will meet and confer over a replacement plan. The City may offer any other additional health coverage plans at its discretion, including but not limited to the Kaiser Permanente 1500 Deductible HMO Benefit Plan.~~

~~17.2.1 Non-Deductible HMO. A non-deductible health maintenance organization ("Non-Deductible HMO"), that include the following co-pays:~~

- ~~(a) Office visit co-pay of \$25,~~
- ~~(b) Prescription co-pay of \$10 for generic and \$25 for brand name,~~
- ~~(c) Emergency room co-pay of \$100, and~~
- ~~(d) Inpatient/outpatient procedure co-pay of \$100.~~

~~17.2.2 Non-Deductible POS. A non-deductible point of service plan.~~

~~17.2.3 Non-Deductible PPO. A non-deductible preferred provider organization. ALP MOA July 1, 2014 — June 30, 2015 Page 17~~

~~17.3 Effective January 1, 2014, all available plans will have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first payperiod in payroll calendar year 2014, which starts December 22, 2013.~~

~~17.4 Premium: Effective December 23, 2012, for full time employees, the City pays eighty-five percent (85%) of the cost of the lowest priced Non-Deductible HMO plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced Non-Deductible HMO plan.2 If the employee selects a plan other than the lowest priced Non-Deductible HMO plan, the employee pays the difference between the total cost of the selected plan and the City's contribution toward the lowest priced Non-Deductible HMO plan. In the event that an employee chooses a plan that is lower cost than the City's contribution toward the lowest priced Non-Deductible HMO Plan, the employee shall pay nothing towards the premium. However, the City's contribution will continue to be based on eighty-five percent (85%) of the cost of the lowest priced Non-Deductible HMO plan (at the rate most recently provided to the City).~~

~~17.5 Dual Coverage: An employee may not be simultaneously covered by City-provided medical benefits as a City employee, and as a dependent of another City employee or retiree.~~



**Proposal #7****ARTICLE 18 DENTAL INSURANCE**

- 18.1** The City will provide dental insurance for eligible employees and their dependents in accordance with one of the two available plans, one of which is an indemnity plan and the other of which is a dental health maintenance organization plan. Both of these plans are described in detail in the City of San Jose Employee Benefits Handbook and in pamphlets available in the Human Resources Department. In the event that the City is unable to make one of the foregoing types of plans available, the parties will meet and confer over a replacement plan.
- 18.2** ~~Effective January 1, 2014, a~~All available plans will have a 4-tier rate structure (Employee, Employee plus spouse/domestic partner, Employee plus Child(ren) and Family). ~~The premiums will be adjusted effective the first payperiod in payroll calendar year 2014, which starts December 22, 2013.~~
- 18.3** For full-time employees, the City will pay 100% of the lowest priced plan for the employee or the employee and dependent coverage.<sup>2</sup> For any other plan, the City will pay 95% for the employee or the employee and dependent coverage.
- 18.4** An employee may not be simultaneously covered by City-provided dental benefits as a City employee, and as a dependent of another City employee or retiree.

<sup>2</sup> *The City's contribution is prorated as follows for part-time employees based on hours scheduled:*

- ☐ 30 – 39 hours = 75%
- ☐ 25 – 29 hours = 62.5%
- ☐ 20 – 24 hours = 50%
- ☐ Less than 20 hours = none

**Proposal #8****ARTICLE 19 HEALTH AND DENTAL IN LIEU**

- 19.1** The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have alternative health and/or dental insurance coverage to drop the City's insurance and receive a payment in lieu.
- 19.2** An employee may choose, during open enrollment or within thirty (30) days of a qualifying event, to drop health and/or dental coverage and receive a payment in-lieu equal to the amounts described in Section 19.3 below.
- 19.3** Employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following payments per pay period:

	Health In-Lieu	Dental In-Lieu
If eligible for family coverage*	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

*\* A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.*

- 19.4** If the alternative health coverage is lost prior to the annual open enrollment period, the employee must notify the City immediately. The City must receive the required enrollment form and written verification of lost coverage from the former provider (employer, group or insurer) **within 30 days of the loss of coverage. Also within this 30-day period the employee must pay all unpaid premiums and refund any excess in-lieu payments which were received** to be restored to a City health insurance plan of his or her choice on the date when alternate coverage terminated. Proof of eligibility will be required for any dependent that was not previously covered by a City health or dental insurance plan. Re-enrollment in the plan shall be in accordance with the carriers' enrollment procedures.
- 19.5** If the alternative dental coverage is lost prior to the annual open enrollment period, the employee must notify the City immediately. The City must receive the required enrollment form and written verification of lost coverage from the former provider (employer, group or insurer) **within 30 days of the loss of coverage. Also within this 30-day period the employee must pay all unpaid premiums and refund any excess in-lieu payments which were received** to be restored to a City dental insurance plan of his or her choice on the date when alternate coverage terminated. Proof of eligibility will be required for any dependent that was not previously covered by a City health or dental insurance plan. Re-enrollment in the dental insurance plan shall not be retroactive.

## **Proposal #9**

### **ARTICLE 23**

### **VISION CARE**

~~Effective December 22, 2013, t~~The City will contribute towards vision care benefits for eligible fulltime employees up to \$16.00 per month (\$8.00 for 24 bi-weekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

**Proposal #10****ARTICLE 28 VACATION**

**28.1** Vacation accrues at the following rates for each paid hour (either worked or paid absence):

Years of Service	Annual Hourly Accrual (Full Time)
1 – 5	120 hours
6-14	160 hours
15+	200 hours

Part-time benefited employees accrue vacation on a prorated basis.

**28.2** Employees may only accrue vacation up to a maximum of two (2) times their annual accrual rate as follows: ~~Once an employee reaches their maximum accrued vacation limit, the employee will not accrue vacation until their vacation balance falls below the maximum limit.~~

Years of Service	Maximum Accrued Vacation
1-5	240 hours
6-14	320 hours
15+	400 hours

Once an employee reaches his/her maximum accrued vacation amount, the employee will not accrue vacation until his/her vacation balance falls below the maximum vacation accrual amount.

**28.2.1** Employees may elect to sell back up to a maximum of eighty (80) hours of accrued vacation.

**28.2.2** Internal Revenue Service (IRS) regulations require the City to report and withhold taxes on the value of the vacation time an employee is eligible to sell back. In order to ensure compliance with the IRS requirements and to avoid unanticipated tax consequences:

**28.2.2.1** Employees must elect the number of vacation hours they will sell back during a calendar year, up to the maximum of eighty (80) hours, by the end of November of the prior year. If an employee does not submit an irrevocable election form to Payroll on or before the end of November, the employee will not be eligible to sell back any vacation hours during the next calendar year.

**28.2.2.2** The election to sell back vacation hours in any year is irrevocable. This means that employees must sell back the elected number of accrued vacation hours during that year.

**28.2.2.3** Employees can elect to sell back only vacation hours accrued during any given year, and any vacation hours accrued and carried over prior to that year are not eligible for sell back during that year.

**28.2.2.4** Any vacation hours accrued during that year will not be available for use until the employee's accrued vacation hours in that year equal the number of hours the employee has elected to sell back. Those vacation hours accrued in the given year over the number of hours the employee elected to sell back in the given year will be available for use by the employee. This means that hours elected for sell back may only be used for sell back purposes and cannot be used for vacation time off purposes.

**28.2.2.5** Employees may use any vacation hours accrued and carried over prior to the given year, subject to the normal rules of requesting use of vacation.

## Proposal #11

### ARTICLE 29

### CELL PHONE REIMBURSEMENT~~VACATION SELLBACK~~

If an employee is required to provide a cell phone number in which the employee can be contacted during regular or non-regular business hours to respond to inquiries, messages or calls related to their job, the City shall either provide the employee with a City-owned cell phone and plan, or provide the employee with a cell phone Cellular Telephone stipend or Data Plan Stipend as described in the City Administrative Policy Manual Section 1.7.4, based on the employees preference. Effective December 23, 2012 (the first pay period of payroll calendar year 2013), the Vacation Sellback program will be eliminated and no employee will be eligible to sellback any accrued vacation hours.